

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE N/A	PAGE 1 OF 5 PAGES 1 5
2. AMENDMENT/MODIFICATION NO. 0005	3. EFFECTIVE DATE 10 SEP 02	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE	7. ADMINISTERED BY (If other than Item 6) CODE			
DEPARTMENT OF THE ARMY U.S. ARMY ENGINEER DISTRICT, SACRAMENTO CORPS OF ENGINEERS 1325 J STREET SACRAMENTO, CALIFORNIA 95814-2922		DISTRICT ENGINEER U.S. ARMY ENGINEER DISTRICT, SACRAMENTO 1325 J STREET SACRAMENTO, CALIFORNIA 95814-2922 ATTN: CONTRACTING DIVISION		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(√)	9A. AMENDMENT OF SOLICITATION NO. DACW07-02-B-0012
		×	9B. DATED (SEE ITEM 11) 6 AUG 02
			10A. MODIFICATION OF CONTRACTS/ORDER NO. N/A
			10B. DATED (SEE ITEM 13) N/A
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☒ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(√)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

**PETALUMA RIVER CHANNEL, MAINTENANCE DREDGING
SONOMA COUNTY, CALIFORNIA**

1 ENCL

1) REVISIONS: SF 1442 (2 PAGES), 00100 PAGE 8 AND 01430 PAGE 3.

NOTE: THE BID OPENING DATE HAS BEEN EXTENDED TO 12 SEPTEMBER 2002.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY (Signature of Contracting Officer)	

SOLICITATION, OFFER, AND AWARD*(Construction, Alteration, or Repair)***OFFER (Must be fully completed by offeror)**

14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i>		15. TELEPHONE NO. <i>(Include area code)</i>
		16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i>
CODE	FACILITY CODE	

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)*

AMOUNTS	SEE SCHEDULE OF PRICES
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18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS*(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)*

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN
OFFER *(Type or print)*

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN
(4 copies unless otherwise specified)

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

☐ 10 U.S.C. 2304(c)

☐ 41 U.S.C. 253(c)

26. ADMINISTERED BY

CODE

27. PAYMENT WILL BE MADE BY:

CODE

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this*

document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.

☐ 29. AWARD *(Contractor is not required to sign this document.)*

Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED
TO SIGN *(Type or print)*

31A. NAME OF CONTRACTING OFFICER *(Type or print)*

30B. SIGNATURE

30C. DATE

TEL:

EMAIL:

31B. UNITED STATES OF AMERICA
BY

31C. AWARD DATE

Contracting Division Attn: Mr. James Garror
1325 J Street
Sacramento CA 95814-2922

FAX: (916) 557-7854, Attn: Mr. James Garror

E-MAIL: James.E.Garror@usace.army.mil AND Ronald.A.Schunk@usace.army.mil.

(4) Please include the solicitation number, the project title, the location of the project, the full name of your company and your telephone and FAX numbers in your correspondence. Written inquiries should be received by this office not later than 14 calendar days prior to the date set for bid opening.

(5) Oral explanations or instructions are not binding. Changes to the solicitation can only be made by an amendment to the solicitation.

52.0214-4582 DIRECTIONS FOR SUBMITTING BIDS (APR 2002)

Envelopes containing bids must be sealed, marked and addressed as follows:

MARK ENVELOPES:

Solicitation No. DACW07-02-B-0012
Bid Opening Date: **12 SEP 2002**
Bid Opening Time: 1:00 PM Local Time

ADDRESS ENVELOPES TO:

Department of the Army
U.S. Army Engineer District, Sacramento
ATTN: Contracting Division
1325 J Street
Sacramento CA 95814-2922

SPECIAL INSTRUCTIONS PERTAINING TO HAND-CARRIED BIDS:

Hand-carried bids must be delivered to: The Building Lobby at 1325 J Street, Sacramento, CA.

Due to security precautions, all Corps of Engineers visitors are now required to check in at the Security Desk in the Building Lobby. They may no longer hand-carry their bids directly to Contracting Division without an authorized escort. Bids may NOT be either turned-in or left unattended at the Security Desk or elsewhere in the Lobby.

The Bid Opening Officer will be in the Building Lobby 20 minutes prior to the scheduled bid opening to accept sealed bids. All bidders assembled in the Building Lobby will then be escorted as a group to the Bid Opening Room, where the bids will be publicly opened and read.

6.2 The Contractor shall comply with all the requirements of Order No. 92-080, covering waste discharge requirements issued by the California Regional Water Quality Control Board to the City of Petaluma for the dredging disposal site. In this order, "Discharger" shall mean the "Contractor" under this contract. The Contractor shall also comply with all requirements of sampling, testing and reports specified in the self-monitoring program for the disposal site. A copy of the order is attached as Appendix 14.

7. PROTECTION OF LAND RESOURCES.

7.1 General. The land resources outside the limits of permanent work performed under this contract shall be preserved in their present condition or be restored to a condition after completion of construction that will appear to be natural and not detract from the appearance of the project. The Contractor shall confine his construction activities to areas required for access and construction. The following additional requirements are intended to supplement the requirements of Contract Clauses "PROTECTION OF EXISTING VEGETATION, STRUCTURES, UTILITIES AND IMPROVEMENTS", "OPERATIONS AND STORAGE AREAS" and "CLEAN UP".

7.2 Prevention of Landscape Defacement. The Contractor shall not deface, injure or destroy trees, shrubs or other vegetative growth outside the project area.

7.3 DELETED

7.4 Post-Construction Cleanup or Obliteration. The Contractor shall obliterate all signs of temporary construction facilities such as haul roads, work areas, or any other vestiges of construction. The area will be restored to near natural conditions which will permit the growth of vegetation thereon. Except in specific cases, restoration to original contours will not be required, however all restored areas shall be smoothly and evenly dressed and sloped to drain. Any damage done to roads, parking lot or other structures shall be repaired as approved by the Contracting Officer.

7.5 Disposal of Waste. The Contractor shall not dispose of oil or other equipment waste fluids on or near the project area. Waste fluids shall be stored and disposed of outside the limits of the project site at the cost and responsibility of the Contractor, in accordance with Federal, State, and local law, codes, and regulations.

8. PROTECTION OF FISH AND WILDLIFE.

The Contractor shall at all times take such steps as are required to prevent any interference with or disturbance to fish and wildlife at the dredging site or while transporting dredged materials or equipment to a disposal site. Upon request by the Government, the Contractor shall allow a Government Biologist to board the dredge, disposal barge, or tug boat at any time. The Government Biologist shall be allowed access to any other project areas where there may be environmental concerns. The Contractor will not be permitted to disturb habitat within or adjacent to the project area which, in the opinion of the Government Biologist, are essential to fish and wildlife. The Contracting Officer shall have the authority to redirect dredging operations away from sensitive habitat.